

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤		RATING	PAGE 1 of 60
2. CONTRACT NO.	3. SOLICITATION NO. DTFAAC-08-R-00082	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 06/06/2008	6. REQUISITION/PURCHASE NO. 07-00799 (FAA Internal Use Only)	
7. ISSUED BY FAA, AMT Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		8. ADDRESS OFFER TO (If other than Item 7) FAA, Bid & Proposal Officer (AMQ-140) Room 321, Multi-Purpose Building 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Indefinite Delivery / Requirements**SOLICITATION****Service Bureau for Airmen Certificates**

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until 3:00 P.M. local time 07/11/2008.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Clause 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➤	A. NAME Terry J. Wilson	E-MAIL Terry.Wilson@faa.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7834
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the Minimum Bid Acceptance Period provision.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause 3.3.1-6) ➤	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) ➤	ITEM
24. ADMINISTERED BY (If other than Item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929	CODE	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) CYNTHIA L. COOPER	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I – SECTION B
EXPLANATION AND SUMMARY**

NOTICE: The requirements and specifications contained herein provide the schedule of services to be acquired in support of the FAA Flight Standards Service, Civil Aviation Registry. This acquisition is competitive and is set-aside to small businesses. The Solicitation contains the schedule requirements, provisions and Performance Work Statement requirements to obtain the associated cost/price information for a negotiated contract award. All candidates who submit proposals to the solicitation requirements will be evaluated and ranked in accordance with the criteria in Section L and M of this document.

CONTRACT PERFORMANCE PERIOD: A five-year contract is anticipated to include the base year and four one-year option periods. The period of performance is scheduled to begin upon award October 2008.

ESTIMATED ANNUAL REQUIREMENTS: Approximately 400,000 certificates are estimated for the base year.

COST/PRICE INFORMATION:

Any line items ordered will be identified and funded per delivery order. Development/proofs are identified for each line and may be requested until approved by the Government. Only when the Government requests revisions to design or graphics will the Government pay the additional cost for a proof. Development/proofs may not necessarily be required or requested during the option periods.

Cost/price information and supporting data should reflect lots, economical order quantities and prices to support minimums, maximums, efficiencies, (breakdown costs) and lead time information to support the Government requirements. An example is given below:

Holograms estimated 400,000 - Delivery 6 wks from receipt of order

1 - 25,000 @ \$XXX
25,001 - 50,000 @ \$XXX
50,001 - 100,000 @ \$XXX
100,001 - 250,000 @ \$XXX
250,001 - 500,000 @ \$XXX

Note: Subcontractor quotes or price list should be submitted to support cost price information. Reference should be provided for any rates included or applied.

SCHEDULE SUMMARY

<u>CLIN</u>	<u>SUPPLIES/SERVICES</u>	<u>ANNUAL ESTIMATED QUANTITY</u>	<u>UNIT OF ISSUE</u>
1B	HOLOGRAM PRODUCTION	400,000	Each
2B	CARD DISPLAY ENLARGEMENTS	1	Job
2C	PRODUCTION OF CARD STOCK	399,700	Each
2D	PRODUCTION OF CARD STOCK W/COLOR PHOTO	300	Each
3B	CARD CARRIER PRODUCTION	380,000	Each
3C	ATC CREDENTIAL CARD CARRIER	20,000	Each
4B	ENVELOPE PRODUCTION	400,000	Each
5B	CERTIFICATE DISPLAY ENLARGEMENT	1	Job
5C	AIRMEN CERTIFICATE PRODUCTION AND DISTRIBUTION	399,700	Each per Government FTP file data
5D	AIRMEN CERTIFICATE PRODUCTION AND DISTRIBUTION W/COLOR PHOTO	300	Each per Government FTP file data
5E	REPORTS	12	Each
5F	POSTAL REPORTS	250	Each

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Base Year: _____ **through** _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
0.1	Hologram				
0.1A	Development/Proof of Hologram subject to origination fee for hologram set up and printing die, as specified IAW PWS Para. 7.1.7.	1	JOB	\$ _____	\$ _____
0.1B	Production of Hologram ½" square (rounded corners, micro printing surrounding globe 3-layers). Purchased as Government material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

0.2	Card Stock Manufacturing				
0.2A	Development/Proof for Card Stock as specified in PWS Para 7.1.1, 7.1.2 and 7.1.3	1	JOB	\$ _____	\$ _____
0.2B	Development/Proof for Display Enlargement IAW the PWS Para. 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
0.2C	Production of Card Stock IAW the PWS Para 7.1.1 & 7.1.2. Production of Government approved Proof. Card Stock purchased as Government Material.	399,700	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

0.2D	Production of Airmen Photo Card Stock IAW the PWS Para 7.1.3. Production of Government approved Proof. Card Stock purchased as Government Material.	300	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Base Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
0.3	Card Carrier				
0.3A	Development/Proof for Card Carrier IAW with the PWS Para 7.2.	1	JOB	\$ _____	\$ _____
0.3B	Production of Card Carrier IAW the PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government material.	380,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

0.3C	Production of Air Traffic Control (ATC) Credential Card Carrier IAW PWS Para 7.2.5. and Government approval of the card carrier proof. Purchased as Government material.	20,000	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

0.4	Envelope				
0.4A	Sample/Proof of Envelope IAW PWS Para 7.2.	1	EACH	\$ _____	\$ _____
0.4B	Production of Envelope IAW PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government Material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Base Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
0.5	Airmen Certificates				
0.5A	Development/Proof of Airmen Certificates (includes variable data) IAW the PWS Para 5.0 and 7.0.	1	JOB	\$ _____	\$ _____
0.5B	FAA Approved Display Enlargement IAW Paragraph 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
0.5C	Production & Distribution of Airmen Certificates IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	399,700	EACH	\$ _____	\$ _____
0.5D	Production & Distribution of Airmen Certificates with color photo, IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	300	EACH	\$ _____	\$ _____
0.5E	Reports IAW the PWS Para 7.8.	12	EACH	\$ _____	\$ _____
0.5F	Presort Charge for Daily Postal Reports – 1 Report per Mail Drop	250	EACH	\$ _____	\$ _____

**PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES**

First Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.1	Hologram				
1.1A	Development/Proof of Hologram subject to origination fee for hologram set up and printing die, as specified IAW PWS Para. 7.1.7.	1	JOB	\$ _____	\$ _____
1.1B	Production of Hologram ½" square (rounded corners, micro printing surrounding globe 3-layers). Purchased as Government material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

1.2	Card Stock Manufacturing				
1.2A	Development/Proof for Card Stock as specified in PWS Para 7.1.1, 7.1.2 and 7.1.3	1	JOB	\$ _____	\$ _____
1.2B	Development/Proof for Display Enlargement IAW the PWS Para. 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
1.2C	Production of Card Stock IAW the PWS Para 7.1.1 & 7.1.2. Production of Government approved Proof. Card Stock purchased as Government Material.	399,700	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

1.2D	Production of Airmen Photo Card Stock IAW the PWS Para 7.1.3. Production of Government approved Proof. Card Stock purchased as Government Material.	300	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

First Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.3	Card Carrier				
1.3A	Development/Proof for Card Carrier IAW with the PWS Para 7.2.	1	JOB	\$ _____	\$ _____
1.3B	Production of Card Carrier IAW the PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government material.	380,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

1.3C	Production of Air Traffic Control (ATC) Credential Card Carrier IAW PWS Para 7.2.5. and Government approval of the card carrier proof. Purchased as Government material.	20,000	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

1.4	Envelope				
1.4A	Sample/Proof of Envelope IAW PWS Para 7.2.	1	EACH	\$ _____	\$ _____
1.4B	Production of Envelope IAW PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government Material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

First Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.5	Airmen Certificates				
1.5A	Development/Proof of Airmen Certificates (includes variable data) IAW the PWS Para 5.0 and 7.0.	1	JOB	\$ _____	\$ _____
1.5B	FAA Approved Display Enlargement IAW Paragraph 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
1.5C	Production & Distribution of Airmen Certificates IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	399,700	EACH	\$ _____	\$ _____
1.5D	Production & Distribution of Airmen Certificates with color photo, IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	300	EACH	\$ _____	\$ _____
1.5E	Reports IAW the PWS Para 7.8.	12	EACH	\$ _____	\$ _____
1.5F	Presort Charge for Daily Postal Reports – 1 Report per Mail Drop	250	EACH	\$ _____	\$ _____

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Second Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
2.1	Hologram				
2.1A	Development/Proof of Hologram subject to origination fee for hologram set up and printing die, as specified IAW PWS Para. 7.1.7.	1	JOB	\$ _____	\$ _____
2.1B	Production of Hologram ½" square (rounded corners, micro printing surrounding globe 3-layers). Purchased as Government material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

2.2	Card Stock Manufacturing				
2.2A	Development/Proof for Card Stock as specified in PWS Para 7.1.1, 7.1.2 and 7.1.3	1	JOB	\$ _____	\$ _____
2.2B	Development/Proof for Display Enlargement IAW the PWS Para. 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
2.2C	Production of Card Stock IAW the PWS Para 7.1.1 & 7.1.2. Production of Government approved Proof. Card Stock purchased as Government Material.	399,700	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

2.2D	Production of Airmen Photo Card Stock IAW the PWS Para 7.1.3. Production of Government approved Proof. Card Stock purchased as Government Material.	300	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Second Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
2.3	Card Carrier				
2.3A	Development/Proof for Card Carrier IAW with the PWS Para 7.2.	1	JOB	\$ _____	\$ _____
2.3B	Production of Card Carrier IAW the PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government material.	380,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

2.3C	Production of Air Traffic Control (ATC) Credential Card Carrier IAW PWS Para 7.2.5. and Government approval of the card carrier proof. Purchased as Government material.	20,000	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

2.4 Envelope

2.4A	Sample/Proof of Envelope IAW PWS Para 7.2.	1	EACH	\$ _____	\$ _____
2.4B	Production of Envelope IAW PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government Material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Second Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
2.5	Airmen Certificates				
2.5A	Development/Proof of Airmen Certificates (includes variable data) IAW the PWS Para 5.0 and 7.0.	1	JOB	\$ _____	\$ _____
2.5B	FAA Approved Display Enlargement IAW Paragraph 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
2.5C	Production & Distribution of Airmen Certificates IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	399,700	EACH	\$ _____	\$ _____
2.5D	Production & Distribution of Airmen Certificates with color photo, IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	300	EACH	\$ _____	\$ _____
2.5E	Reports IAW the PWS Para 7.8.	12	EACH	\$ _____	\$ _____
2.5F	Presort Charge for Daily Postal Reports – 1 Report per Mail Drop	250	EACH	\$ _____	\$ _____

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Third Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
3.1	Hologram				
3.1A	Development/Proof of Hologram subject to origination fee for hologram set up and printing die, as specified IAW PWS Para. 7.1.7.	1	JOB	\$ _____	\$ _____
3.1B	Production of Hologram ½" square (rounded corners, micro printing surrounding globe 3-layers). Purchased as Government material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

3.2	Card Stock Manufacturing				
3.2A	Development/Proof for Card Stock as specified in PWS Para 7.1.1, 7.1.2 and 7.1.3	1	JOB	\$ _____	\$ _____
3.2B	Development/Proof for Display Enlargement IAW the PWS Para. 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
3.2C	Production of Card Stock IAW the PWS Para 7.1.1 & 7.1.2. Production of Government approved Proof. Card Stock purchased as Government Material.	399,700	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

3.2D	Production of Airmen Photo Card Stock IAW the PWS Para 7.1.3. Production of Government approved Proof. Card Stock purchased as Government Material.	300	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Third Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
3.3	Card Carrier				
3.3A	Development/Proof for Card Carrier IAW with the PWS Para 7.2.	1	JOB	\$ _____	\$ _____
3.3B	Production of Card Carrier IAW the PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government material.	380,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

3.3C	Production of Air Traffic Control (ATC) Credential Card Carrier IAW PWS Para 7.2.5. and Government approval of the card carrier proof. Purchased as Government material.	20,000	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

3.4 Envelope

3.4A	Sample/Proof of Envelope IAW PWS Para 7.2.	1	EACH	\$ _____	\$ _____
3.4B	Production of Envelope IAW PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government Material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Third Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
3.5	Airmen Certificates				
3.5A	Development/Proof of Airmen Certificates (includes variable data) IAW the PWS Para 5.0 and 7.0.	1	JOB	\$ _____	\$ _____
3.5B	FAA Approved Display Enlargement IAW Paragraph 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
3.5C	Production & Distribution of Airmen Certificates IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	399,700	EACH	\$ _____	\$ _____
3.5D	Production & Distribution of Airmen Certificates with color photo, IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	300	EACH	\$ _____	\$ _____
3.5E	Reports IAW the PWS Para 7.8.	12	EACH	\$ _____	\$ _____
3.5F	Presort Charge for Daily Postal Reports – 1 Report per Mail Drop	250	EACH	\$ _____	\$ _____

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Fourth Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
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4.1 Hologram

4.1A	Development/Proof of Hologram subject to origination fee for hologram set up and printing die, as specified IAW PWS Para. 7.1.7.	1	JOB	\$ _____	\$ _____
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4.1B	Production of Hologram ½" square (rounded corners, micro printing surrounding globe 3-layers). Purchased as Government material.	400,000	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

4.2 Card Stock Manufacturing

4.2A	Development/Proof for Card Stock as specified in PWS Para 7.1.1, 7.1.2 and 7.1.3	1	JOB	\$ _____	\$ _____
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4.2B	Development/Proof for Display Enlargement IAW the PWS Para. 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
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4.2C	Production of Card Stock IAW the PWS Para 7.1.1 & 7.1.2. Production of Government approved Proof. Card Stock purchased as Government Material.	399,700	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

4.2D	Production of Airmen Photo Card Stock IAW the PWS Para 7.1.3. Production of Government approved Proof. Card Stock purchased as Government Material.	300	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Fourth Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
4.3	Card Carrier				
4.3A	Development/Proof for Card Carrier IAW with the PWS Para 7.2.	1	JOB	\$ _____	\$ _____
4.3B	Production of Card Carrier IAW the PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government material.	380,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

4.3C	Production of Air Traffic Control (ATC) Credential Card Carrier IAW PWS Para 7.2.5. and Government approval of the card carrier proof. Purchased as Government material.	20,000	EACH	\$ _____	\$ _____
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QUANTITY	COST PER PIECE

4.4	Envelope				
4.4A	Sample/Proof of Envelope IAW PWS Para 7.2.	1	EACH	\$ _____	\$ _____
4.4B	Production of Envelope IAW PWS Para 7.2 and Government approval of the card carrier proof. Purchased as Government Material.	400,000	EACH	\$ _____	\$ _____

QUANTITY	COST PER PIECE

PART I-SECTION B
SCHEDULE OF SUPPLIES/SERVICES

Fourth Option Year: _____ through _____

CLIN	SUPPLIES/SERVICES	ANNUAL ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
4.5	Airmen Certificates				
4.5A	Development/Proof of Airmen Certificates (includes variable data) IAW the PWS Para 5.0 and 7.0.	1	JOB	\$ _____	\$ _____
4.5B	FAA Approved Display Enlargement IAW Paragraph 7.7 to include micro printing with and without variable data.	1	JOB	\$ _____	\$ _____
4.5C	Production & Distribution of Airmen Certificates IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	399,700	EACH	\$ _____	\$ _____
4.5D	Production & Distribution of Airmen Certificates with color photo, IAW Gov't approved proof of concept and Service Bureau processing as described in the PWS Para 5.0 and 7.0.	300	EACH	\$ _____	\$ _____
4.5E	Reports IAW the PWS Para 7.8.	12	EACH	\$ _____	\$ _____
4.5F	Presort Charge for Daily Postal Reports – 1 Report per Mail Drop	250	EACH	\$ _____	\$ _____

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT

The contractor shall provide personnel, supervision, materials, equipment, and facilities necessary to provide the printing and distribution of Airmen Certificates as specified in the FAA, Flight Standards Service, Civil Aviation Registry (Registry), Performance Work Statement (PWS) incorporated and attached.

C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (Sep 2001)

CLA 4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements with the Contracting Officer, contractor personnel may be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative (COTR) or a designated FAA contact point at the work site.

PART I - SECTION D - PACKAGING AND MARKING

As specified in the Performance Work Statement

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (Jan 1997)

CLA.1908

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clauses entitled " Inspection of Services – Both Fixed-Price & Cost Reimbursement" (AMS 3.10.4.4).

3.1-1 Clauses and Provisions Incorporated by Reference (Dec 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE**F.1 CONTRACT PERIOD (Jan 1997)****CLA.1604**

The effective period of this contract is 1 year from October 2008 or date of award, whichever is later, plus four one-year option periods to renew, if exercised.

F.2 DELIVERY SCHEDULE

(a) The PWS identifies the requirement for processing and distribution of airmen certificates. The following delivery schedule is applicable. All days are reflected in business days.

BASE YEAR

LINE ITEM	DESCRIPTION	DELIVERY
1A	Dev/Proof Hologram	40 days after contract award
1B	Production Hologram	40 days after contract award
1B	Production Hologram – Reorder Existing Design	25 days after receipt of order (aro)
2A	Dev/Proof Card Stock	10 days after contract award
2B	Dev/Proof Enlargement	10 days after contract award
2C	Production Card Stock	40 days after contract award
2C	Production Card Stock – Reorder Existing Design	35 days aro
3A	Dev/Proof Card Carrier	30 days after contract award
3B	Production Card Carrier	30 days after contract award
3B	Production Card Carrier – Reorder Existing Design	20 days aro
4A	Dev/Proof Envelope	30 days after contract award
4B	Production Envelope	30 days after contract award
4B	Production Envelope – Reorder Existing Design	20 days aro
5A	Dev/Proof Airmen Certificate	35 days after contract award
5B	FAA Approved Display Enlargement	40 days after contract award
5C	Production Airmen Certificates	54 days after contract award; thereafter
		deliver 3 days after data file availability
5D	Reports	Beginning 54 days after contract award; then furnish monthly
5E	Postal Reports	Furnish monthly with invoice
6	Over and Above Requirements	Per individual delivery order

OPTION YEARS

LINE ITEM	DESCRIPTION	DELIVERY
1A	Dev/Proof Hologram – New Design	30 days aro
1B	Production Hologram – New Design	20 days after FAA approval of Item 1A
1B	Production Hologram – Reorder Existing Design	20 days aro

2A	Dev/Proof Card Stock – New Design	15 days aro
2B	Dev/Proof Enlargement – New Design without variable data via electronic and hard copies	15 days aro
2B	Dev/Proof Enlargement – New Design with variable data via electronic and hard copies	10 days after start of airmen certificate production
2C	Production Card Stock – Reorder Existing Design	30 days aro
3A	Dev/Proof Card Carrier – New Design	10 days aro
3B	Production Card Carrier – New Design	20 days after FAA approval of Item 3A
3B	Production Card Carrier – Reorder Existing Design	20 days aro
4A	Dev/Proof Envelope – New Design	10 days aro
4B	Production Envelope – New Design	20 days after FAA approval of Item 4A
4B	Production Envelope – Reorder Existing Design	20 days aro
5A	Dev/Proof Airmen Certificate – New Data Layout with Existing Card	10 days aro
5A	Dev/Proof Airmen Certificate – New Data Layout with New Card Design and Existing Hologram	20 days aro
5A	Dev/Proof Airmen Certificate – New Data Layout with New Card Design and New Hologram	35 days aro
5B	FAA Approved Display Enlargement – Reorder without Changes	10 days aro
5B	FAA Approved Display Enlargement – New Data Layout with Existing Card	15 days after start of airmen certificate production
5B	FAA Approved Display Enlargement – New Data Layout with New Card Design and Existing Hologram	45 days after start of airmen certificate production
5B	FAA Approved Display Enlargement – New Data Layout with New Card Design and New Hologram	45 days after start of airmen certificate production
5C	Production Airmen Certificates – Reorder Without Changes	3 days after data file availability
5C	Production Airmen Certificates – New Data Layout with Existing Cards	13 days aro; thereafter deliver 3 days after data file availability
5C	Production Airmen Certificates – New Data Layout with New Card Design and Existing Hologram	55 days aro; thereafter deliver 3 days after data file availability
5C	Production Airmen Certificates – New Data Layout with New Card Design and New Hologram	55 days aro; thereafter deliver 3 days after data file availability
5D	Reports	Furnish monthly
5E	Postal Reports	Furnish monthly with invoice
6	Over and Above Requirements	Per individual delivery order

(b) The amount of time required for FAA written approval of proofs for Contract Line Item Numbers 1A, 2A, 2B, 3A, 4A, and 5A is in addition to the delivery dates shown above.

(c) It is assumed that Order(s) issued under this contract will be received by the contractor and accepted in at least 10 calendar days after issuance by the Government. Accordingly, the delivery times for delivery orders issued hereunder will be increased to reflect the assumed transmission time.

F.3 AUTHORIZED PERFORMANCE (Jan 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting

Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed in writing by the CO or designated representative.

F.4 VARIATION IN QUANTITY (Apr 1996)

3.2.2.8-2

a) A variation in the quantity of any contract item will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to: 10% increase and 10% decrease. This permissible variation shall be limited to CLIN 1, 2, 3 and 4 order quantity for materials.

3.1-1 Clauses and Provisions Incorporated by Reference (Dec 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (Oct 1996)

3.10.1-11 Government Delay of Work (Apr 1996)

3.10.1-24 Notice of Delay (Nov 1997)

3.11-32 F.O.B. Orgin, Freight Prepaid (Apr 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (Jan 2008)

3.10.1-22

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

G.2 OPTION TO EXTEND SERVICES (Jan 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (Jan 2002)

CLA.0135r

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for each month of performance of services, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division, AMZ-100
P.O. Box 25710
Oklahoma City, OK 73169-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to the FAA Contracting Officer Technical Representative (COTR) at the following address:

FAA, Mike Monroney Aeronautical Center
Civil Aviation Registry, Airmen Certification Branch, AFS-760
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Requirement Order number, description of services, including applicable Contract Line Item Number(s), performance dates, and quantity(s) that were provided.

(3) Extended totals for invoiced quantities and year-to-date billing.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H.1 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (Jan 1997)**

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.2 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL**CLA.1262****(Jul 2001)**

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) **The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.**

(3) **When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.**

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.3 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION CLA.4540 (Apr 1998)

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.4 NOTICE OF CONTRACTOR TESTIMONY (Sep 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or

arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.5 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (Sep 2006) CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II – SECTION I – CONTRACT CLAUSES

I.1 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (Oct 2006) 3.1.7-6

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be

provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.2 ORDERING (Oct 1996)

3.2.4-16

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (Oct 1996)

3.2.4-17

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of the total amount stated on the Schedule for the base period or any options;
- (2) Any order for a combination of items in excess of the total amount stated on the Schedule for the base period or any options; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 REQUIREMENTS (Oct 1996)

3.2.4-19

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery dated required by order(s) placed within the ordering period.

I.5 INDEFINITE QUANTITY (Jul 1996)

3.2.4-20

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last date of the performance period.

I.6 OPTION TO EXTEND SERVICES (Apr 1996)

3.2.4-34

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The

Contracting Officer may exercise the option by written notice to the Contractor not later than the expiration date of the current contract period.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (Apr 1996)

3.2.4-35

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

I.8 AVAILABILITY OF FUNDS (Apr 1996)

3.3.1-10

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.9 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (Apr 1996)

3.3.1-11

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 CENTRAL CONTRACTOR REGISTRATION (Apr 2008)

3.3.1-33

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims.

Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

**I.11 PAYMENT BY ELECTRONIC FUNDS TRANSFER
CENTRAL CONTRACTOR REGISTRATION (Oct 2005)**

3.3.1.34

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's

EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction

instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.12 AVAILABILITY OF FUNDS -

3.3.1-36

OPTION PERIODS UNDER A CONTINUING RESOLUTION (Apr 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

I.13 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (Apr 1996)

3.6.2-29

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits

01270	Production Control Clerk	GS-6	\$15.88/hour
01113	Service Bureau Production Clerk/General Clerk III	GS-3	\$11.34/hour

I.14 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (Apr 2008)

3.14-2

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Project Manager	5
Assistant Project Manager	5
Database Administrator	5
Production Control Specialist	5
Service Bureau Production Clerk	5

(c) If a National Agency Check with Inquiries (NACI) is required under paragraph (b) for a given position, the contractor will submit to the SSE the following documentation within 10 business days after contract award (or modification if this provision is being added to an existing contract) for each employee requiring access (provided no previous background investigations can be supported as described below):

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, a fingerprint card (FD-258) and an OF-306, Declaration for Federal Employment, may only be required, and will be identified under paragraph (b).

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was

completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration,

the minimum background investigation requirement will be a NACI. Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Regional and Center Contracts:

FAA, Mike Monroney Aeronautical Center
ATTN: AMC-700 SSE
6500 S. MacArthur Blvd
Oklahoma City, OK 73169

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR) minus any Privacy Act information.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly reports to the CO with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contract and subcontract employees who have access to FAA facilities, sensitive information, or information systems and are currently supporting the contract, and a separate listing of all terminated contract or subcontract employees.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The CO will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the CO and COTR for each contract within five (5) business days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

**I.15 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, 3.14-4
PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICAL DECALS (APR 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative

(COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$500.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and FAA, MMAC, Security & Investigation Division, AMC-700. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Federal Aviation Administration must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to FAA, MMAC, Security & Investigation Division, AMC-700 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: 6500 S. MacArthur Blvd, Oklahoma City, OK 73169. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the FAA, MMAC, Security & Investigation Division, AMC-700. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Rose Mitchell, Personnel Security Specialist, 405-954-4090.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

I.16 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (Jul 2007)

3.14-5

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;

- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.

- (1) FedTeDS can be found at www.fedteds.gov.
- (2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.
- (4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR (www.ccr.gov) prior to seeking access to SUI through FedTeDS.
- (5) Instructions and guides on usage of FedTeDS can be found at www.fedteds.gov.

3.1-1 Clauses and Provisions Incorporated by Reference (Dec 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain

the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (Aug 1997)**
- 3.2.2.3-33 Order of Precedence (Jul 2004)**
- 3.2.2.3-75 Requests for Contract Information (Jul 2004)**
- 3.2.2.7-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Apr 1996)**
- 3.2.5-1 Officials Not to Benefit (Apr 1996)**
- 3.2.5-3 Gratuities or Gifts (Jan 1999)**
- 3.2.5-4 Contingent Fees (Oct 1996)**
- 3.2.5-5 Anti-Kickback Procedures (Oct 1996)**
- 3.2.5-6 Restrictions on Subcontracting Sales to the FAA (Apr 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (Jun 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (Apr 1996)**
- 3.3.1-1 Payments (Apr 1996)**
- 3.3.1-6 Discounts for Prompt Payment (Apr 1996)**
- 3.3.1-9 Interest (Jan 2008)**
- 3.3.1-15 Assignment of Claims (Apr 1996)**
- 3.3.1-17 Prompt Payment (Jan 2008)**
- 3.3.2-1 FAA Cost Principles (Oct 1996)**
- 3.4.2-6 Taxes – Contracts Performed in U.S. Possessions or Puerto Rico (Oct 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (Jul 2006)**

- 3.6.1.3 Utilization of Small, Small Disadvantage and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (Sep 2001)
- 3.6.1-4 Small, Small Disadvantage and Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (Apr 2007)
- 3.6.1-6 Liquidated Damages—Subcontraction Plan (Sep 2001)
- 3.6.1-7 Limitations on Subcontracting (Aug 1997)
- 3.6.2-2 Convict Labor (Apr 1996)
- 3.6.2-9 Equal Opportunity (Aug 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 2007)
- 3.6.2-13 Affirmative Action for Workers with Disabilities (Apr 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (Apr 2007)
- 3.6.2-16 Notice to the Government of Labor Disputes (Apr 1996)
- 3.6.2-28 Service Contract Act of 1965, As Amended (Apr 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Apr 1996)
- 3.6.2-37 Notification of Employees Rights Concerning Payment of Union Dues or Fees (Apr 2007)
- 3.6.2-39 Trafficking in Person (Jan 2008)
- 3.6.3-2 Clean Air and Clean Water (Apr 1996)
- 3.6.3-16 Drug Free Workplace (Jan 2004)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (Apr 1996)
- 3.7-1 Privacy Act Notification (Oct 1996)
- 3.7-2 Privacy Act (Oct 1996)
- 3.9.1-1 Contract Disputes (Nov 2002)
- 3.9.1-2 Protest After Award (Aug 1997)
- 3.10.1-7 Bankruptcy (Apr 1996)
- 3.10.1-12 Changes--Fixed-Price (Apr 1996)
- Alt I Changes--Fixed Price (Apr 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (Jan 2003)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (Apr 1996)
- 3.10.3-1 Definitions (Apr 2004)
- 3.10.3-2 Government Property – Basic Clause (Apr 2004)
- Alt 1 Government Property – Basic Clause (Apr 2004)

- 3.10-6-1 Termination for Convenience of the Government (Fixed Price) (Oct 1996)
- 3.10-6-4 Default (Fixed-Price Supply and Service) (Oct 1996)
- 3.14-1 Security Requirements – Classified Contracts (Jul 2002)
- 3.14-3 Foreign Nationals as Contractor Employees (Apr 2008)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Attachment 1	Performance Work Statement	Jan 31, 2008	29 pages
Attachment 2	CLA 1262 FAA Requirements for Screening of Contractor Personnel –Contractor; and FAA Requirements for Screening of Contractor Personnel -Adjudicative Standards -Contractor	Jul 2001	3 pages
Attachment 3	DOL Wage Determination No. 2006-2432, Revision 5	Sept 27, 2007	10 pages

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone/ Number of Firm: _____ Facsimile Number of Firm: _____
4. (a) Name of Person Making Declaration: _____
(b) Telephone _____
(c) Position Held In The Company: _____
5. Controlling Interest In Company (X) All Appropriate Boxes)
() Black American () Hispanic American () Native American () Asian American
() Female-Non Minority () Male-Non Minority () Female () Male
() 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision-making, including but not limited to financial and management decisions? () Yes () No
If No, provide the name/telephone # of the person who has this authority: _____
7. Nature of Business—Specify major services/products. _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: () Sole Ownership () Partnership () Other/Explain Below:

10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____
Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. Offeror must provide their Tax Identification Number (TIN) or Employer Identification Number (EIN) or Social Security Number (SSN):

12. Offeror must provide their Data Universal Numbering System (DUNS) number: _____

Privacy Act Statement: The DUNS and TIN/EIN/SSN are required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). *Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.*

13. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM
SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (Nov 2000)

CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 323114, Instant Printing (i.e., quick printing)
- (2) The small business size standard is 500 Employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is N/A.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (Mar 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.4 SECTION 508 OF THE REHABILITATION ACT OF 1973
CERTIFICATION (Sep 2001)**

CLA.4547

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

K.5 TYPE BUSINESS ORGANIZATION (Jul 2004)

3.2.2.3-10

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____,
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other
_____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization,
☐ a joint venture, or ☐ a corporation, registered for business in

(country)

K.6 AUTHORIZED NEGOTIATORS (Jul 2004)

3.2.2.3-15

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

K.7 PLACE OF PERFORMANCE (Jul 2004)

3.2.2.3-23

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street: _____
City: _____
State: _____
Zip Code: _____

Name of owner and operator, if other than the owner:

K.8 TAXPAYER IDENTIFICATION (Jul 2004)

3.2.2.3-70

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
☐ Other corporate entity
☐ Not a corporate entity
☐ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
☐ Name and TIN of common parent:
Name _____
TIN _____

K.9 REPRESENTATION – RELEASE OF CONTRACT INFORMATION (Jul 2004) 3.2.2.3-76

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

K.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (Apr 1996) 3.2.2.7-7

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.11 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (Apr 2006)

3.3.1-35

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

**K.12 REPRESENTATION OF LIMITED RIGHTS DATA
AND RESTRICTED COMPUTER SOFTWARE (Oct 1996)**

3.5-14

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

K.13 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS(Apr 1996)

3.6.2-6

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.14 AFFIRMATIVE ACTION COMPLIANCE (Apr 1996)

3.6.2-8

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 CERTIFICATION OF DATA (Oct 1996)

3.8.2-18

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.16 CERTIFICATION OF KNOWLEDGE REGARDING CHILD LABOR
END PRODUCTS (Jul 2007)**

3.6.2-38

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the

offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

AMS 3.1-1 Clauses and Provisions Incorporated by Reference (Dec 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: [http:// http://conwrite.faa.gov](http://http://conwrite.faa.gov) (on this web page, select "Search and View Clauses").

3.6.2-5 Certification of Nonsegregated Facilities (Apr 1996)

3.6.3-1 Clean Air and Water Certificate (Apr 2000)

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PART IV -SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). This requirement is being set aside exclusively for small business concerns. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP.

(c) A "best value" source selection will be conducted to acquire a service bureau for the processing of Airmen Certificates in support of the Aviation Flight Standards Airmen Certificate Branch (AFS-710). *Complete written proposal submissions, including an electronic copy on compact disk (CD) are required.* In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA."

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the PCO.

(g) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS WRITTEN DOCUMENTATION

(a) Each offeror will submit information identified as set forth in Table 1 below as well as one complete electronic copy of entire proposal submission on compact disk (CD). The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume (NOTE-if all pages fit in a single binder, the volumes need to be separated only by a TAB page) should be submitted in an individual binder/folder/section.

Table 1. Proposal Organization

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	Screening Information Request/ Contract Provisions (return a signed copy of the SIR with all Fill-ins and attachments)	1	60
*II	Technical Proposal Appendix A - Quality Control Plan	5	20 20
III	Pricing/Past Performance Proposal	3	no limit

*No reference shall be made to prices/costs in Volumes II.

CAUTION: Evaluators will read only up to the page limit as specified for each volume. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

- (c) Common items for each volume are:
- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
 - (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages.
 - (3) Single or double spacing (Offeror's option)
 - (4) Font: Times New Roman, no smaller than 11 point.
 - (5) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
 - (6) All volumes should be marked "Procurement Sensitive."
 - (7) All volumes should be bound in three-ring, loose-leaf binders.

(d) **Contract Documentation – Volume I.** This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in SIR Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers. Return a completed, signed, copy of the complete SIR which includes all Sections A, through M.

All offerors must provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. In addition, identify those individuals authorized to negotiate with the FAA.

(e) **Technical Proposal--Volume II** Technical proposals shall be submitted in 3 separate sections to address Factors 1, 2, and 3 as outlined in Section L.5 below. The technical proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. This proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information

presented in the offeror's proposal. The technical proposal shall be organized according to the following general outline:

A: Table of Contents
 B: List of Tables and Drawings
 C: Glossary
 Cross Reference Matrix
 Factor 1:
 Factor 2:
 Factor 3:

The technical volume will be limited to 20 pages. The 20 page limit does not apply to Title pages, exhibits, resumes, nor does it apply to the preparation of Volume III, Pricing/Past Performance.

Separate Attachments should be submitted as follows:

1. Appendix A - Draft Quality Control Plan

(f) **Pricing/Past Performance Proposal – Volume III.** Each offeror shall provide cost/price information, and submit a summary of contracts/ subcontracts performed (delivering services within Federal, State or commercial agency) for **ID Card Printing Services or similar efforts with references. Offerors shall submit their proposal in Schedule B of this SIR for the Contract Line Items (CLINs) for the Base Period as well as all Option periods. The total of all CLINs (utilizing the Estimated Annual Quantities) will be used to determine each offerors total evaluated price.** In addition, pricing information shall include the submittal of a CD to permit visibility to the spreadsheet(s) that were used to produce the written cost/price information. In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(1). **Cost/price information** should address the Offeror's estimated price with detail to allow visibility of rates applicable to each CLIN. Each offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), and sub CLIN for the base year, and each option year. In addition, cost/price information shall be provided for each Composite Labor Rate applicable to the designated CLINs in each contract year to include direct labor, labor overhead, general and administrative expense, and profit. A Standard Form 1411 is not required with the initial proposal but may be requested by the Contracting Officer in accordance with Provision L.6, "PRICE INFORMATION".

NOTE: Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary. Failure to provide this rate information with the proposal shall make the proposal unacceptable and shall be removed from further consideration for award.

(2). **Past Performance References**– should include not more than three contracts that represent services similar in relevancy to those described in the attached PWS. This information is required on the offeror and all subcontractors, teaming partners and/or joint venture partners proposed to perform ten (10) percent of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the FAA will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Categorize the relevant information into the specific technical sub-factors used to evaluate the proposal. The summary shall include as a minimum, the following:

- Project name
- Contract Number and Agency issuing the contract

- Contract award date and period of performance
- Dollar value
- Contract Administrator or Liaison, Phone, address and email
- Brief Description of service provided.
- Rationale supporting assertion of contract relevance

Note: The offeror is responsible for verifying references before submission to ensure all information is correct.

L.3 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFQ which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.4 SOURCE SELECTION

The government intends to use the tradeoff process to determine the proposal that represents the "best value to the FAA." Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to represent the appropriate balance of the technical representations (capability), price (realism), and past performance. ***The technical capability is more important than the price. The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment.***

L.5 TECHNICAL FACTORS

The technical proposal should be specific and complete. Legibility, clarity and coherence are very important. Your responses to the factors will be evaluated in accordance with Section M of this SIR. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are presenting that your firm will perform all the requirements specified in the SIR. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Factor 1 – Technical Capability/Samples

Subfactor 1-1 – Understanding Requirements:

Offeror's shall submit evidence of their understanding of the services required in the SIR, specifically the requirements identified in Section C-Performance Work Statement Summary. Offerors shall provide a detailed explanation of their proposed technical approach. The manner in which the offeror describes the requirements should clearly demonstrate an extensive understanding beyond simple repetition of the requirements without their needing extensive training or research. Offerors will be evaluated on their insight and in-depth understanding of complexities of requirements such as ensuring card front and card back data for the same airman are associated without duplex print capability, and how they ensure cards are affixed to the correct card mailer. They shall describe their proposed organizational structure identifying any grouping of functions as they relate to overall program management, and describe the company's cost and management controls. Teaming arrangements should be described including submittal of the agreement, and letters of intent for resources pursued.

Subfactor 1-2 – Sample ID Cards:

Offeror's shall submit a sample ID card as described in the Performance Work Statement. The Government will perform an evaluation of plastic identification cards to verify that the offeror performed the personalization step and printed variable data preferably on both the card fronts and card backs. Cards should contain a variety of security features manufactured by or procured by the offeror as stock on which to print the personalized or variable data. If a subcontractor performed the personalization step in production of the sample ID card(s), the subcontractor shall be named, contact information provided, and the offeror must include a statement that the same subcontractor will be used in this contract.

Subfactor 1-3 – Procure ID Card Components:

Offeror's shall explain their understanding of the process and requirements necessary to effectively procure, with consideration for time and cost efficiency, the components needed to print and distribute airmen certificates including purchase of the holograms, card stock with microprinting, card carriers, envelopes and display certificates. For those products that are not produced in-house, determine if the Contractor currently has a business relationship with suitable subcontractor(s) that will allow the contractor to meet milestone schedules.

Subfactor 1-4 – Direct Mail:

Offeror's shall describe the process and additional considerations contractor will take to personalize card carriers, associate cards with appropriate card carriers, affix cards to carrier, stuff card/card carrier into envelope, seal envelope and mail to the airmen or FAA as appropriate in the most cost effective manner to meet PWS summary and postal requirements. If subcontractor effort is to be proposed for any portion of the work to be performed, the same level of detail information shall be submitted for the subcontractor.

Factor 2 - Production Capacity and Schedule:

Subfactor 2-1 – Production Capacity and Schedule:

Offeror shall confirm that the necessary personnel and equipment are currently in place or provide a detailed plan to address the retrieval, processing, storage, protection of large electronic data files, and printing predetermined (e.g. data element headings) and personalized variable data on front and back of plastic cards in accordance with FAA prescribed layout designs. Address efforts to keep data intact, control materials, minimize waste, and meet postal requirements in the production and distribution of airmen certificates. Offeror shall describe how they will produce or procure high quality components such as the hot stamp foil holograms, card stock, card carriers, and envelopes to meet the milestone schedule, conduct the proof of concept test, and begin production of airmen certificates on specified dates.

Factor 3 – Quality Control:

Subfactor 3-1 – Quality of Products/Services and Plan:

Offeror shall provide a draft quality control plan to implement quality into development and maintenance phases of production and distribution of airmen certificates in order to identify and correct problems at the earliest stage and prevent noncompliant product from being distributed. The plan should include program edits, inspections, logs and any other efforts that promote the identification and correction of nonconformities to meet PWS summary specifications which prevent nonconforming products from being distributed. Include in the plan procedures to prevent Privacy Act (sensitive data) from being accessed by unauthorized third parties; and control unused and waste card stock from pilferage in the production of fraudulent certificates. Describe how contractor will ensure the quality of airmen certificates remain intact over the life of the contract to meet PWS summary requirements and look exactly alike unless modifications have been authorized by FAA.

Subfactor 3-2 – Organizational Structure:

Describe the firm's organizational structure as it relates to overall program management. Include information on how the project manager and core group interface with the Government, subcontractors, and the corporate structure. Contractor shall describe its approach for responding to changes in workload levels, such as those necessitated by FAA delays in data transmission and normal day-to-day variations. Describe the extent of the project manager involvement in daily operations, delegations of authority, and line of succession of those personnel who will be authorized to act for the project manager in his or her absence.

L.6 PRICE INFORMATION

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit SF 1411 Certified Cost or Pricing data to support the cost/price. At the time of proposal due date, the offeror is required to provide the pricing data detailed at L.2 Part f(1) as this is part of the best value evaluation process. If after receipt of offers it is determined that adequate price competition does not exist, certified, detailed, cost or pricing data will be required.

(b) Notwithstanding the existence of adequate price competition, the FAA may request additional detailed cost or pricing data to ensure the reasonableness of an Offeror's proposed price(s).

(c) If additional cost and pricing data is required, the offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

L.7 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.8 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

- (1) Technical capability
- (2) Quality assurance
- (3) Financial capability
- (4) Accounting systems
- (5) Other, as appropriate

(b) Offeror's are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

L.9 TYPE OF CONTRACT

The FAA contemplates award of a Firm Fixed Price Requirements type contract. The pricing arrangement will apply to respective option CLINs.

L.10 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors' will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.11 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (Jan 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.12 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (Jan 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.13 PREVENTION OF OTHER FORMS OF HARASSMENT (May 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation

L.14 ELECTRONIC OFFERS (Jul 2004)

3.2.2.3-20

(a) The offeror (you) may submit responses to this SIR by the following electronic means e-mail only. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to terry.wilson@faa.gov.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.15 PROTEST (Nov 2002)

3.9.1-3

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offeror's initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than

five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.17 CONTRACTOR IDENTIFICATION NUMBER-- DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (Apr 2006)

3.13-4

Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

AMS 3.1-1 Clauses and Provisions Incorporated by Reference (Dec 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: [http:// http://conwrite.faa.gov](http://http://conwrite.faa.gov) (on this web page, select "Search and View Clauses").

- 3.1.7-4 Organizational Conflict of Interest SIR Provision – Short Form (Mar 2006)**
- 3.2.2.3-1 False Statements in Offers (Jul 2004)**
- 3.2.2.3-6 Submittals in the English Language (Jul 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (Jul 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (Jul 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (SIR) (Jul 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (Jul 2004)**
- 3.2.2.3-16 Restricting, Disclosing, and Using Data (Jul 2004)**
- 3.2.2.3-17 Preparing of Offers (Jul 2004)**
- 3.2.2.3-18 Explanaton to Prospective Offerors (Jul 2004)**
- 3.2.2.3-19 Contract Award (Jul 2004)**
- 3.3.1-30 Progress Payments Not Included (Nov 1997)**

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

- (a) Offers will be evaluated and contract award made on the basis of "best value" to the Government.
- (b) Each offer will be evaluated on the basis of its technical merit, past performance and price, with technical being more important than past performance and past performance being more important than price/cost. Separate technical, past performance and price/cost proposals are required as described in Section L. If any portion of the work is to be performed by a subcontractor, offerors must include in their technical proposal supporting documentation describing each subcontractor's qualifications and detailed pricing information to support the subcontractor costs. Evaluation will also include an assessment of risk as stated in M.4, "Past Performance and Risk Assessment." Subjective judgment on the part of the FAA is implicit in the evaluation process.
- (c) All offers will be subjected to a detailed technical and price/cost evaluation by FAA Teams, which will rate each offer in accordance with a pre-established evaluation plan.
- (d) Technical proposals will be evaluated, rated, and scored in accordance with a pre-established evaluation plan. The factors to be evaluated are listed in provision M.2 in descending order of importance. Likewise, the sub-factors identified under each factor are listed in descending order of importance. A less than satisfactory rating received in any factor may render the offeror unacceptable for further consideration in the selection process. In evaluating proposals, the Government intends to award without discussions. However, if discussions are deemed necessary they may be conducted as written or oral discussions with any and/or all offerors, and may reduce the offerors participating in the competition to only those offerors most likely to receive award.

Additionally, the FAA reserves the right to conduct discussions and negotiations with any individual competing offeror, or all competing offerors, as the situation warrants. Discussions with one or more offerors do not require discussions with all offerors.

(e) Price/cost proposals will not be rated or scored, but evaluated on the basis of completeness, reasonableness, and realism.

(f) The offer that provides the overall "best value" to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Technical competency and past performance are more important than price. However, the price may become relatively more important if the difference in technical scores and past performance ratings is minimal.

(g) Because several proposals are anticipated, uniformity of proposals is essential to ensure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR, PWS, and specification which would clearly demonstrate that the offeror does not understand the requirements of the SIR, PWS, and specification and would require an extensive rewrite before it could be considered acceptable for evaluation).

(h) Additional information may be requested from offerors whose proposals the government considers reasonably susceptible to being made acceptable. The information may clarify or supplement, but not basically change the offer as submitted. For the purpose of clarifying or supplementing, the government may discuss any such offer with its submitter. In addition, the government reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost. Offerors are cautioned not to minimize the importance of a detailed response in any area because of its order of importance, or due to its lack of a scoring feature.

(i) The FAA will make a single award to the responsible offeror who is determined to be the "Best value to the FAA" based upon Tradeoff source selection procedures. In making this "best value" decision, the Selection Official will consider technical factors, price and past performance information consistent with M.1(b) above.

M.2 TECHNICAL EVALUATION

(a) Factors will be rated by the evaluation team using the rating scale below, and the total assessment of technical merit among competing offerors will be ranked. The factors listed below are listed in descending order of importance and will be used to evaluate technical proposals. Technical Factor 1 is more important than Factor 2 and 3 and Factor 2 is more important than Factor 3. The factors are identified below:

Factor 1	Technical Capability and Samples
Factor 2	Production Capacity and Schedule
Factor 3	Quality Control

(b) The burden is on the vendor to provide a complete and thorough proposal. A rating will be accessed for each technical factor by identifying strengths, weaknesses, and deficiencies in the proposed response for each factor/sub factor. Each factor will be rated by the evaluation team on a rating scale as follows: 4 = Excellent, 3 = Good, 2 = Satisfactory, 1 = Fair and 0 = Unsatisfactory. Team ratings for each factor will be weighted to establish a score for each factor.

Excellent (4.0)

All aspects of the evaluation Factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that the firm's capabilities far exceed minimum needs. There is no doubt that performance can continue in a superior manner. Weaknesses or deficiencies are not evident to any degree.

Good (3.0)

All aspects of the evaluation Factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates the firm's capabilities exceed minimum needs. There is no doubt that performance can continue at a level above minimum needs. Weaknesses or deficiencies, if evident, are insignificant.

Satisfactory (2.0)

All aspects of the evaluation Factor are addressed in a competent and logical fashion. Performance capability is judged to be acceptable in that minimum needs can be met. Any weaknesses or deficiencies will not seriously degrade performance.

Fair (1.0)

All aspects of the evaluation Factor are addressed; however, information provided does not demonstrate that minimum needs can be fully met. There is doubt that satisfactory performance level can be achieved or sustained. Weaknesses or deficiencies are significant.

Unsatisfactory (0)

Fail to address key aspects of the evaluation Factor. Information provided indicates that minimum needs cannot be met.

M.3 PRICE ANALYSIS

(a) Total Cost/Price Evaluation: The Offeror's cost/price proposal for Contract Line Item (CLIN) 0.1 through 4.5 shall represent the estimated annual requirements quantity times the unit price for the specific CLIN in order to arrive at an estimated total price per CLIN. The same evaluation methodology will apply to all option periods. Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if prices are significantly unbalanced. The cost/price proposal will not be scored although the volume will be ranked among offerors.

(b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

1. Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in **Section L, Provision L.2, Paragraph (f)**.

2. Reasonableness – Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.

3. Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

4. Unrealistically Low Costs or Prices: Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

5. Unbalanced Pricing: Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to separately priced line item. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.4 PAST PERFORMANCE AND RISK ASSESSMENT

(a) The past performance rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the technical factors and sub-factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the Statement of Work, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if such resources will be brought to bear or efforts performed for agencies of the federal state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an Integrated Performance Confidence Assessment rating for the Past Performance factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(b) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(c) Each offeror will receive one of the ratings described below for the Past Performance factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(d) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result will receive a "Unknown Confidence" rating for the Past Performance factor.

M.5 EVALUATION OF OFFERS FOR SINGLE AWARD (Jul 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.6 EVALUATION OF OPTIONS (Apr 1996)

3.2.4-31

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).